

1-2483

14-17

X 1981-82 AGREEMENT

BETWEEN THE

MADISON BOARD OF EDUCATION

(*Madison County*)

AND THE

MADISON EDUCATIONAL SECRETARIES' ASSOCIATION

81-82

LIBRARY
Institute of Management and
Labor Relations

MAR 2 1982

RUTGERS UNIVERSITY

TABLE OF CONTENTS

PREAMBLE	2
RECOGNITION	3
SCOPE OF AGREEMENT	4
WORK YEAR	5
WORKDAY	7
EVALUATION	7
SALARIES	8
LEAVES OF ABSENCE	9
MEDICAL COVERAGE	11
REPRESENTATION FEE	12
GRIEVANCE PROCEDURE	13
DURATION	16

APPENDIX

Schedule A, Secretarial/Clerical Salary Guide
1981-1982

PREAMBLE

This Agreement entered into this 8th day of September, 1981, by and between the Board of Education of the Borough of Madison, New Jersey, hereinafter called the "Board", and the Madison Educational Secretaries' Association, hereinafter called the "Association", confirms certain understandings as follows:

RECOGNITION

The Board recognizes the Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for the identified secretarial/clerical personnel under contact with the Board including:

Secretary to the High School Principal

Secretary to the Junior School Principal

Secretary to Elementary School Principal

Payroll Secretary

Secretary to Assistant Principal and Dean of Students

Secretary to Child Study Team

Secretary to High School Guidance Department

High School Office Clerk

Junior School Office Clerk

High School Guidance Department Clerk/Typist

High School Library Clerk

Administrative Office Clerk

Accounts Payable Secretary

Secretary Administrative Office

The inclusion of positions not listed above may be a proper subject for future negotiations.

Unless otherwise indicated, the term "employee" or "secretary" when used hereinafter in this Agreement shall refer to the employees represented by the Association.

SCOPE OF AGREEMENT

The Board and the Association agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach an agreement on matters concerning terms and conditions of employment. Such negotiations shall begin not earlier than 1 January nor later than 1 February of the calendar year in which this Agreement expires. Proposals may be submitted to the Board prior to 1 January at the discretion of the Association.

Any Agreement so negotiated shall not be effective unless reduced to writing, ratified and adopted by both parties and signed by both the President and Secretary of the Board and the Association.

This Agreement incorporates the entire understanding of the Board and the Association on all matters which were or could have been the subject of negotiations.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

WORK YEAR

The work year is defined as all days on which the secretary's attendance is required.

The work year for secretaries under contract from July 1 to June 30 shall not exceed 240 days.

The work year for secretaries under contract from August 1 to June 30 shall not exceed 220 days.

The work year for secretaries under contract from September 1 to June 30 shall not exceed 200 days.

The work year for secretaries under contract for school days only shall include all days when school is in session.

VACATION

Experience credit for all secretaries, for vacation purposes, will be computed as of June 30 of each year.

The number of vacation days granted to twelve month employees during the summer (i.e.: from the close of school in June to the opening of school in September) shall be as follows:

Secretaries under contract for 12 months
One through four years experience in Madison - 10 days per year. Five years but less than 10 years experience in Madison 15 days per year. 10 plus years experience in Madison 20 days per year.

The number of vacation days granted to eleven month employees during the time schools are not in session (i.e.: Christmas vacation, Winter or Spring vacation) are as follows:

Secretaries under contract for 11 months
10 days per year between September 1 and June 30. One day per year will be added to

vacation after each five years experience
in Madison.

Secretaries under contract for 10 months
Scheduled office closings.

Secretaries under contract for school days only
None.

If schools are closed, 12 holidays per year will be granted in accordance
with the following schedule:

July 4, Labor Day, Friday of NJEA Convention,
Thanksgiving Day, the day after Thanksgiving Day,
Christmas Day, the day after Christmas Day, New Year's
Day, One day of February (President's Day), Good
Friday, Easter Monday, Memorial Day.

a) Close 1 hour after scheduled dismissal of pupils on
Wednesday, prior to Thanksgiving recess.

b) Close at 12:30 p.m. Christmas Eve and New Year's Eve.

c) When Christmas Eve and New Year's Eve fall on a Satur-
day or Sunday, a one day holiday will be scheduled by the Superintendent
of Schools during the Christmas/New Year's week.

WORKDAY

- A. Each Secretary is expected to work seven (7) hours per day and in addition may take up to one (1) hour for lunch. Specific work schedules shall be established by the immediate supervisor.
- B. If a Secretary is required to work more than 37½ hours per week during the work year she shall be entitled to compensatory time retroactive from 35 hours.
- C. When school is closed for an emergency, secretaries shall not be required to report to work.

EVALUATION

Each Secretary is expected to continuously strive toward professional improvement and demonstrate evidence of satisfactory professional growth.

The performance of each employee shall be evaluated annually by members of the administrative and supervisory staff responsible for the individual's supervision.

Secretaries who have demonstrated satisfactory performance and service and upon recommendation of the Superintendent of Schools will be eligible to receive salary increases or adjustments for the following year. Employees who have not demonstrated satisfactory performance and service will not be recommended and will not be eligible to receive salary adjustments or increases.

SALARIES

- A. The salary guide for employees represented by the Association is set forth in Schedule A as appended.
- B. Job classification and salary entry level shall be determined by the Superintendent at the time of employment after considering the qualifications and experience of the new employee as well as the classifications and salaries of experienced veteran employees.
- C. Normal annual salary increases as indicated in the guide represent the general policy for employees who have demonstrated satisfactory performance and service as described under the article entitled Evaluation.
- D. Personnel who qualify for reclassification of grade or change of position shall be placed in the proper classification on Schedule A at the same guide step as previously held.
- E. Schedule A is based on and assumes that positions within each classification are full time for 12 months. Salaries of persons employed for lesser amounts of time or portions of a year will be determined on a pro rata basis.

LEAVES OF ABSENCE

A. All contract secretaries shall be entitled to sick leave according to the following schedule:

1. All contract secretaries employed on a ten (10) month basis shall be allowed sick leave with full pay for eleven (11) days during the work year.
2. All contract secretaries employed on an eleven (11) month basis shall be allowed sick leave with full pay for twelve (12) days during the work year.
3. All contract secretaries employed on a twelve (12) month basis shall be allowed sick leave with full pay for thirteen (13) days during the work year.
4. If any such person requires in any contract year less than the number of days of sick leave with pay allowed, all days not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

B. For each day's absence due to personal illness in a given year after the secretary's sick leave has been exhausted, deductions from the employee's annual compensation otherwise payable shall be made according to the following schedule:

10 month employees - 1/400th

11 month employees - 1/440th

12 month employees - 1/480th

In the event of continued illness, no payment will be made with respect to any period beyond the end of the contract year in which sickness begins.

C. At the discretion of the Superintendent a leave of absence at full salary in any year may be granted for religious, legal business, household or family matters of such a nature as cannot be cared for during out-of-work hours.

D. Leaves without pay, not designated herein, may be considered by the Superintendent on the merits of the individual's request.

E. A maternity leave of absence shall be granted without pay for the balance of a contractual year. Time on maternity leave shall not be credited for salary or sick leave purposes. It is the responsibility of the pregnant secretary to notify the Superintendent of her condition as soon as possible and to present a doctor's statement of her fitness to continue work. She may continue in her assignment until the Superintendent is notified by a medical doctor that her leave should commence. Leaves of absence for maternity reasons may not be continued for a second year.

F. All benefits to which a salaried secretary was entitled at the time of the commencement of the leave of absence, including unused accumulated sick leave, shall be restored to the secretary upon return and the secretary shall be assigned the same position which she held at the time said leave commenced, if available. If not, a substantially equivalent paying position will be assigned.

G. Professional Day for Secretaries - Office personnel may apply to the Superintendent of Schools for approval to attend professional conferences and meetings by submitting programs and other pertinent information. If approval is granted, the Board of Education shall financially sponsor the delegate to one (1) conference annually.

MEDICAL COVERAGE

A. The Board of Education will make available full major medical coverage for all employees and dependents, and agrees to pay one hundred percent (100%) of the premium costs. The Board reserves the right to select the carrier.

B. The Board will make available Blue Cross, Blue Shield and Rider J for all employees and their dependents. It agrees to pay one hundred percent (100%) of the premium costs for employees and dependent coverage, subject to non-duplication and coordination of benefit clauses. The Board reserves the right to select the carrier.

C. The Board will make available the N. J. Dental Service Plan for all employees and their dependents. Same basis as MTA/BOE agreement currently in force.

REPRESENTATION FEE

The parties to this agreement hereby adopt in full recently legislated law entitled Chapter 477 P.L. 1979.

Said adoption pertains solely to the unit represented by the Madison Educational Secretaries Association. The Board agrees to implement payroll deduction as is presently operative in the district and will include the collection and transmittal of this fee pursuant to the present procedure.

The Association agrees that the Representation Fee to be collected for each listed non-member of the Association shall be no more than the maximum permitted by law which is 85%.

The provisions for collection and transmittal of this Fee shall be governed by Chapter 233, P.L. 1969 (N.J.S. 52:14-15.9E). Board compliance with this procedure shall release the Board from any further liabilities and the Board shall not be a party to any litigation resulting from individual challenge to this agreement.

GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" shall mean a complaint by an employee represented by the Association that there has been as to him a violation, misinterpretation, or inequitable application of a specific article or section of this Agreement.

The term "grievance" shall not be deemed applicable in the following instances:

- (a) The termination of services, or failure or refusal of the Board to re-employ any secretary.
 - (b) In matters where, at any step, a method of review is prescribed by law or by a rule or regulation of the State Board of Education.
 - (c) In matters where the Board is without authority to act.
2. An "aggrieved person" is the person making the claim.
 3. A "party in interest" is the person making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
 4. The term "immediate supervisor" means the person to whom the "aggrieved" is directly responsible.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting secretaries which may arise from time to time regarding the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level

of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association.

C. Procedure:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. An aggrieved person shall institute action under the provisions hereof within twenty (20) calendar days of the occurrence of the alleged grievance. Failure to act within this period shall be deemed to constitute abandonment of the grievance.
3. The employees represented by the Association agree to follow all written and verbal directives issued by the Superintendent, other administrators, or the immediate supervisor, even if such directives are allegedly in conflict with the provisions of this agreement.
4. The filing and pendency of a grievance should in no way affect the normal relationship or responsibility under an employee's contract with that employee's supervisors.
5. Level One

An employee with a grievance shall first discuss it with his principal and/or the administrator responsible for that unit with the objective of resolving the matter informally.

If the aggrieved person is not satisfied with the disposition of his grievance at Level One within five (5) workdays from the determination or if no decision has been reached within five (5) workdays after presentation of the grievance it may be submitted in writing to the office of the Superintendent of Schools for determination.

The grievance shall specify:

- (a) The nature of the grievance
- (b) The results of the previous discussions
- (c) The basis of the dissatisfaction with the Level One determination

A copy of the writing shall be furnished by the aggrieved to the principal and/or immediate supervisor of the aggrieved.

Within eight (8) workdays from the receipt of the grievance (unless a different period is mutually agreed to) the Superintendent or his designee shall hold a hearing at which the parties in interest shall have the right to be heard.

Within eight (8) workdays following the completion of this hearing the Superintendent or his designee shall advise the employee of his determination.

7. Level Three

In the event that the Superintendent or his designee fails to act or if the determination by him is deemed unsatisfactory by the aggrieved, within eight (8) workdays of his failure to act or within eight (8) workdays of his determination, an appeal may be made to the Board of Education.

If an appeal is taken to the Board there shall be submitted by the appellant:

- (a) The specifications called for under Level Two.

- (b). A statement setting forth appellant's dissatisfaction with the Administrative determination.

A copy shall be furnished to the Superintendent and to the principal and immediate supervisor of the appellant.

If the appellant, in his appeal to the Board does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material.

Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests, in writing, a hearing before the Board, a hearing shall be held.

The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall in writing notify the employee, the principal, the immediate supervisor and the Superintendent of its determination.

8. Level Four

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three or if no decision has been rendered within thirty (30) calendar days after the grievance was delivered to the Board, he may submit his grievance for advisory arbitration.

The Board and aggrieved shall then be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

C. Rights to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option by a representative. Whenever the employee appears with a representative the Board

shall have the right to designate a Board representative to participate at any stage of the grievance procedure.

2. An employee and his representative processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

DURATION

This Agreement shall be effective as of 1 July 1981 and shall continue in effect until 30 June 1982. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the above date.

MADISON EDUCATIONAL SECRETARIES' ASSOCIATION

BY Marie A. Krincek
Marie A. Krincek, President

Ruth Krickus
Ruth Krickus Secretary

MADISON BOARD OF EDUCATION

BY Nancy S. Schaenen
Nancy S. Schaenen, President

Shirley Clement
Shirley Clement Secretary

MADISON PUBLIC SCHOOLS-Schedule A
Secretarial/Clerical Salary Guide
(July 1, 1981 - June 30, 1982)

CLERK/TYPIST (12 months)

<u>STEP</u>	<u>1981-82</u>
1	6540
2	6825
3	7150
4	7475
5	7800
6	8125
7	8450
8	8775
9	9100
10	9425

Following one (1) year at maximum, (Step 10), a fixed increment of \$920.00 will be provided for full time twelve (12) month employees and a prorated amount for lesser contractual time.

SECRETARY II (12 months)

<u>STEP</u>	<u>1981-82</u>
1	7090
2	7390
3	7710
4	8035
5	8375
6	8720
7	9100
8	9475
9	9855
10	10235

Following one (1) year at maximum, (Step 10), a fixed increment of \$920.00 will be provided for full time twelve (12) month employees and a prorated amount for lesser contractual time.

SECRETARY I (12) months)

<u>STEP</u>	<u>1981-82</u>
1	7640
2	8015
3	8395
4	8800
5	9205
6	9610
7	10020
8	10425
9	10855
10	11290

Following one (1) year at maximum, (Step 10), a fixed increment of \$920.00 will be provided for full time twelve (12) month employees and a prorated amount for lesser contractual time.

EXECUTIVE SECRETARY II (12 months)

<u>STEP</u>	<u>1981-82</u>
1	8790
2	9185
3	9620
4	10050
5	10485
6	10915
7	11350
8	11835
9	12325
10	12810

Following one (1) year at maximum, (Step 10), a fixed increment of \$920.00 will be provided for full time twelve (12) month employees and a prorated amount for lesser contractual time.